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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Philip Tiene
718 N 17th street, apt.303 Philadelphia, PA
19130, Plaintiff,
v.

Law Office of J. Scott Watson P.C. ,
24 Regency Plaza, Glen Mills, PA 19342,
and
Drexel University, 3141 Chestnut st.
Philadelphia, PA 19104

17 2683

CIVIL ACTION NO.

FILED

JUN 14 2017

COMPLAINT

KATE BARKMAN, Clerk
By _____ Dep. Clerk

I. INTRODUCTION

1. This is an action for damages brought by a consumer pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692 (“FDCPA”).

2. The FDCPA prohibits debt collectors from engaging in deceptive and unfair practices in the collection of a consumer debt, including serving legal process in connection with the collection of the consumer debt to an address for which collector knows or should know is not one where consumer can legally be served, and so using false and misleading information in obtaining and maintaining and defending, the Judgment by default against the consumer, so procured under false pretenses.

3. Debt Collector Defendant is subject to liability for misstating the amount and character of the debt, in misrepresenting to the Court , in its Statement of Claims the Default judgment stage that it was entitled to receive attorney fees and collection costs, based only however on allegations of oral contract and implied contract, in contradiction to the “American rule” and the amount of its attorney fees and collection costs as reasonable, based on which it

procured a judgment by default against Plaintiff. See Statement of Claims attached as **Exhibit A** hereto.

4. Debt Collector Defendant is subject to strict liability for persisting and defending against Plaintiff's petition to open default judgment in State Court, by and through its attorney debt collector employee, Gregory J. Allard, when it had actual knowledge or should have known that it had procured the same utilizing false, incorrect and misleading information about consumer, specifically consumer, Plaintiff's last known address is, where he could be served, in violation of at least § 1692e(10). *See a true and correct copy of Philadelphia Municipal Court Petition and To Open Judgment by Default and an Order opening the Judgment by Default attached as Exhibit "B"*

5. Debt Collector Defendant is subject to strict liability for sending a post default dunning letter to the Plaintiff, dated **March 31 2017**, which contained statements that were actually false or had a capacity to mislead the Plaintiff, attached hereto as **Exhibit C**.

6. Debt Collector Defendant is further subject to strict liability for failure to include in the March 31st 2017 dunning letter what the total amount of the judgment so obtained is, and misrepresented the amount and the status of the debt, in violation of § 1692e(2), (*"false representation of ... the character, amount, or legal status of any debt"*).

7. Debt collector is further subject to strict liability for false and misleading information found in its June 24th 2016 letter attached as **Exhibit F** hereto.

II. JURISDICTION

8. Subject matter jurisdiction of this Court arises under 15 U.S.C. §1692k and 28 U.S.C. §1337.

9. Defendant regularly conducts business within the Eastern District of Pennsylvania 28 U.S.C. §1391, and the acts of the debt collector that are alleged to violate the FDCPA have occurred within the Eastern District of Pennsylvania.

10. This Court exercise of jurisdiction over Defendant Drexel University is proper under 28 U.S.C. § 1337, Supplemental Jurisdiction, on a state law claim of Pennsylvania's Unfair Trade Practices Consumer Protection Law, 73 P.S. §§ 201-1 –201-9.2, ("UTPCPL").

III. PARTIES and FDPCA COVERAGE

11. Plaintiff , Mr. Philip Tiene ("Mr. Tiene or Plaintiff") is an adult individual who at all times relevant hereto resided in Philadelphia County, at the address captioned above.

12. Plaintiff is a "consumer" as that term is contemplated under the FDCPA, 15 U.S.C. §1692 a (3), as the alleged debt sough to be collected from consumer in this instance is related to his undergraduate studied fees and tuition primarily for personal and household expenses.

13. Defendant Law Office of J. Scott Watson P.C., (hereafter " a debt collector" or "DC"), is a "debt collector" within the meaning of the FDCPA 15 U.S.C. §1692a (6), and by own written admissions, as it regularly collects debt on behalf of another, without allegation that it owns the underlying debt.

14. Defendant is subject to liability as a "debt collector" under the meaning of FDCPA via respondent superior doctrine, due to engaging, via its agents or employees in regular debt collection activities, as described in previous paragraph herein, and is upon belief a type of corporation, or a similar business entity.

15. Defendant Drexel University is upon belief a non for profit business entity, and a higher learning institution authorized by the Commonwealth of Pennsylvania to offer educational and other related services to the public.

IV. STATEMENT OF CLAIM

Philip Tiene v. Law Offices of J. SCOTT WATSON P.C under FDCPA

16. Debt collector filed a lawsuit in Philadelphia Municipal Court on or about January 25th 2017 in attempting to collect alleged debt from the Plaintiff, and in support of its claim submitted under oath to the Court, Statement of Claims, attached as **Exhibit A** hereto.

17. Notably, DC 's lawsuit alleged in the Statement of Claims section, existence of only oral contract or an implied contract but not any existence of a written contract between the parties. See Exhibit A.

18. On or about 05/21/2015, however Plaintiff spoke to Drexel University's Mr. Jerome Wilson, who is the senior collection specialist, over telephone and a recorded line, whereupon, he provided Wilson with his current address in Philadelphia and other most current contact information, and stated he would come in person to Drexel's campus to try to sort out the alleged balance on his Drexel account. See attached e mail by Mr. Jerome Wilson attached as **Exhibit D** hereto.

19. After filing the collection small claims suit, the DC proceed to serve the collection suit it has filed against Plaintiff, however, at certain address in New Jersey and outside Pennsylvania, when it knew or should have known that Plaintiff's actual last known and most recent address was in Philadelphia, in violation of at least use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer. § 1692e(2)(A) (10).

20. By falsely certifying to the Court the New Jersey address was Plaintiff's last known address DC, or one where Plaintiff could be served the DC took action which it knew or should have known could not legally be taken, in further violation of at least .§ 1692e(5).

21. DC obtained a judgment by default, against Plaintiff, only due to its use of false information concerning Plaintiff, as described, on or about March 29th 2017, in the amount of \$10,596.35.

22. However, DC's June 24th 2016 letter to Plaintiff, on the same account concerning **the same creditor and listed the total amount due on the account at \$ 7881.35.**

23. DC nevertheless misrepresented to the Court in its wrongful procurement of the Default Judgment, also the amount allegedly due with inclusion of damages, (collection costs and attorney fees), when it knew or should have known such are not available under either of its theory of recovery, (implied contract, or oral contract for educational services), in contravention of several sections of FDCPA, including but not limited to those previously cited herein.

24. DC further violated the FDCPA when it presented an unreasonable amount of attorneys fees, for collection costs and attorneys fees, that they vouched to have accrued from June 24th 2016 until March 28th 2017, when nothing substantive by a way of collection activity was done (aside from filing a smalls claims suit and obtaining a default), to justify such amount, even if DC was deemed entitled to claim any of it. *See Prescott v. Seterus, Inc., 2015 WL 7769235 (11th Cir. Dec. 3, 2015), generated servicer directives that firms must not include in payoff and reinstatement letters fees and costs that had not been actually incurred, or it violates the 1692e(2) ("false representation of ... the character, amount, or legal status of any debt") and § 1692f(1).*

25. Plaintiff filed a timely Petition to Open Default pursuant to Pa.R.C.P 237.3, and included therein its own affidavit as to the correct address DC used being incorrect, and also included a copy of his lease, showing his address in Philadelphia where he resided at all times relevant hereto, the same address he provided to Drexel University on May 21st 2015 telephone call. See **Exhibit B** hereto.

26. Notwithstanding the fact that DC was privy or should have been privy to Plaintiff's true address initially through his client's records, as described above, at the time of the Petition to Open, DC had also the benefit of the sworn affidavit and the lease served upon them with the Petition (together with many returned letters from NJ address), yet refused to consent to opening of the default, and by and through its attorney employee, Gregory J. Allard aggressively litigated to preserve the default obtained by use of incorrect information without verifying the information with the creditor, to no avail, as Philadelphia Municipal Court, after a hearing granted Plaintiff's the Petition, and open/strike the default against it. *See Exhibit B, p.7.*

27. DC's persistence in attempting to cling onto to a judgment by default procured by use of apparently incorrect information, has been deemed by Courts to violate the FDCPA. See Gallegos v. LVNV Funding, LLC 2:14-CV-516 (D. Utah Oct. 26, 2016) ("..although the Constantino Defendants may not have violated the FDCPA by initially pursuing a debt in reliance on information from the creditor, continuing to pursue the debt without confirming the debtor's information after multiple, clear notices that some of the debtor's information may have been incorrect is a violation of the FDCPA"). *Id.*

28. Notably, Drexel's own small claims court **Exhibit B**, which purports to show the zip codes where Plaintiff was physically located when he logged into Drexel's system reveals

that he was ever only logging in from Philadelphia zip codes, throughout period of several years.

See Exhibit B hereto, p.8.

29. Upon obtaining a default judgment by use of false information about the Plaintiff as described above, DC sent to Plaintiff a dunning collection letter, dated March 31st 2017. See **Exhibit C.**

30. March 31st 2017 letter violated the FDCPA in following ways:

- a. Letter contained statements in the heading concerning the case at which the judgment was obtained that were actually false, such as statement **“Drexel University Tuition v. Philip Tiene”**, when the real name of the Plaintiff who obtained the default at issue is not “Drexel University Tuition”, but Drexel University, and tuition itself was only a part, of the amount comprising the default.
- b. Consequently, when such incorrect information about the judgment creditor (Drexel University Tuition) is entered in the docket search on Philadelphia Municipal Court website, it results in “No Records Found”, further hindering Plaintiff’s ability to timely contest it, and leaving no doubt about falsity of the information provided by the DC. *See Exhibit E.pg2.*
- c. Docket number identifying the matter wherein the DC obtained a default was listed in the letter, was incorrect and that it was left incomplete as it did not include the prefix **“SC”**, and as such could have been misunderstood by the least sophisticated consumer be a matter belonging in one of the other five (5), categories found on the Court’s website, especially the following 4: **LT, SC/MV, SC/CP**, making it unduly more difficult for Plaintiff to ascertain and

locate the correct docket and case. Evidently, the docket search on Philadelphia Municipal Court website, based on the “docket number” provided by the DC’s letter to Plaintiff, (1701255579) results in “No Records Found”. *See Exhibit E.*

- d. These fallacies, in the March 31st letter are designed to further hindering Plaintiff’s ability to timely contest the default, and leaving no doubt about false and misleading nature of the information provided by the DC, when it would have been simple to write the correct caption of the case:
Philadelphia Municipal Court, SC-17-01-25-5579.
- e. Total amount of the default obtained by the DC against Plaintiff on March 29th 2017 was **\$10,596.35**. However, the March 31st 2017, a dunning letter represented to the Plaintiff that his debt at issue was “**\$10, 905.35 plus court costs and interest at 6%per annum**” .
- f. This statement about the debt misrepresents the nature and the amount of the debt, because the court cost of \$90 has already been capitalized in the principal of the judgment at the default stage before the letter was written. As such DC’s post judgment artificial numerical subtraction and exclusion of a \$90 “Court Costs” from the total amount of the judgment serves no any legal purpose, would cause least sophisticated consumer to conclude (incorrectly), and that such “court costs”, are ongoing and cumulative like the interest, when the court cost is but one charge at \$90, which had already been included in the judgment when it was issued, and or that since it is worded in plural that there are several costs rather than one \$90 charge, in violation of § 1692e(2),

(“*false representation of ... the character, amount, or legal status of any debt*”).

- g. The plain meaning of the words quoted above, are ambiguous on whether the amount of court cost is simply to be added, without being compounded with the interest, and that the referenced interest at 6% per annum, applies only to the amount of \$10,905.35 and not the Court cost, or whether the 6% interest applies to the court costs as well together with the principle.
- h. Such deceptive, vague and misleading statement, were only designed to induce undue anxiety with the least sophisticated consumer who could not tell from the letter that the “court cost” in this case is but \$90. This is so because March 31st letter also fails to appraise the consumer even of the actual Court where the default was obtained in, but states only *Philadelphia County*, and thus the words “court costs” could relate to any number of Courts in Philadelphia County Courts, where the court costs vary significantly, depending on the Court the matter was pending in.
- i. DC further violated FDCPA in its June 24th 2016 letter, regarding the total amount and character of debt owed stated in the June 24th 2016 letter to be simply. (\$7881. 71), as, without more, it would lead the consumer to believe (incorrectly), that the total debt owed can is set at \$7881.71, when the DC subsequently obtained the judgment for \$10, 956, with the inclusion of attorney fees and costs statement,. *See Avila v. Riesinger*, 817 F.3d 72 (2d Cir. Mar. 22, 2016), *held that a debt collector’s dunning letter informing the consumer of the current balance of the loan (but failing to disclose that the*

*balance may increase due to interest and fees) violated § 1692e, on the basis that the debtor would understand (incorrectly) that payment of the specified amount would satisfy the debt whenever payment was remitted. See June 24th 2016 letter attached as **Exhibit F** hereto.*

j. DC efforts in connection with the letter were premeditated and designed to hinder Plaintiff and his representatives' ability to timely and appropriately respond to the default.

31. DC representation to the Court regarding consumer or its debt is considered under the same scrutiny (with limited exceptions not applicable herein).

32. Defendant's conduct was intentional and pervasive and premeditated.

V. STATEMENT OF THE CLAIM

COUNT II, Philip Tiene v. Drexel University, under 73 P.S. §§ 201-1 –201-9.2, (“UTPCPL”)

33. Plaintiff herein incorporates all previous averments, as if fully stated herein at length.

34. The UTPCPL is Pennsylvania's consumer protection law and seeks to prevent "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce...." 73 P.S. § 201-3. The purpose of the UTPCPL is to protect the public from unfair or deceptive business practices. *Agliori v. Metropolitan Life Ins. Co.*, 879 A.2d 315, 318 (Pa.Super.2005).

35. Pennsylvania General Assembly amended the UTPCPL and revised Section 201-2(4)(xxi) to add "deceptive conduct" as a prohibited practice, the proof of common law fraud is no longer required. Rather "*deceptive conduct likely to create confusion*", accurately set forth the standard of liability. *See Act of Dec. 4, 1996, P.L. 906, No. 146, § 1* (effective Feb. 2, 1997).

36. This Court observed that the amendment to catchall provision adding prohibition of deceptive conduct allows plaintiff to succeed under catchall section by pleading either common law fraud or deceptive conduct); *Haines v. State Auto Property and Cas. Ins. Co.*, 2009 WL 1767534 (E.D.Pa. June 22, 2009).

37. After Drexel's initial debt collector on this matter, "ConServe" contacted Plaintiff's place of employment at work regarding collection, which occurred in early 2015, (more than a year from the date of filing instant matter), Plaintiff called Drexel University directly to sort out the issue.

38. During the recorded telephone call with Drexel University's senior collection specialist, Jerome Wilson, on May 21 2017, Plaintiff provided to Drexel University on a recorded line, his most current address, in Philadelphia, (on N 17th street), cell phone number, desk phone number at work, his personal e mail, and his work e mail, at Mr. Wilson's request. See e mail from Mr. Wilson attesting to the phone call taking place attached hereto as Exhibit D.

39. Between May 21st 2015, and the time when Drexel filed the small claims lawsuit on January 25th 2017, by and through the Law offices of J. Scott Watson, P.C., Plaintiff did not change addresses, and continued to reside in Philadelphia on N 17th street.

40. At the time it filed its suit against Plaintiff, Drexel University knew or should have known and was aware or should have been aware that Plaintiff's most recent address was not in New Jersey, but rather in Philadelphia, as they were readily informed by Plaintiff himself, most recently on May 21st 2015.

41. Notably, Drexel's own small claims court **Exhibit B**, which purports to show the zip codes where Plaintiff was physically located when he logged into Drexel's system reveals

that he was ever only logging in from Philadelphia zip codes, throughout period of several years.

See Exhibit B hereto, p.8.

42. Plaintiff reasonably relied on Drexel University to use the correct personal information of the Plaintiff in its collection activities.

43. Acting through its employee and agent, Jerome Wilson, Drexel was either grossly reckless or acted with premeditated malice when it failed to appraise its debt collector attorneys about the correct most recent address of the Plaintiff, when it was notified of it on May 21st 2015.

44. By virtue of failure to use the most recent known address in Philadelphia for the Plaintiff, Drexel benefit by obtaining a judgment by default against Plaintiff, as described above.

45. Drexel's collection specialist appeared at the hearing for the Petition to Open default in Philadelphia municipal Court, and persisted in offering testimony protecting the default and the incorrect address, failing to mention that he was appraised on Mr. Tiene's actual true address, well prior to the lawsuit being filed, and before faulty service.

46. Drexel also violated the Act by billing excessive, duplicative and unwarranted fees, not authorized by agreement, such as billing him full time general fee, and the part time general fee, for the same quarters, semesters, and terms, student was enrolled in, without timely correction of the ledger causing accrual of undue late fees, and collection costs including ultimately excessive attorney fees. *See* ledger attached as **Exhibit F** hereto.

47. As a direct and proximate result of Drexel University actions, Plaintiff suffered the detriment of paying extra legal fees and Court fees to open the default judgment, procured under false pretenses, as well as other legal costs and actual expenses including loss of hour.

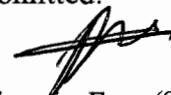
WHEREFORE, Plaintiff, Philip Tiene, demands judgment against the Defendants individually and jointly and severally for:

- (a) Statutory Damages;
- (b) Attorney's fees and costs; and
- (c) Actual damages
- (c) Such other and further relief as the Court shall deem just and proper.

V. DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues so triable.

Respectfully submitted:



Date: 06/13/2017

/s/Predrag Filipovic, Esq. (029312011)
Attorney for Plaintiff
PREDRAG FILIPOVIC
1735 Market St. Ste 3750
Philadelphia, PA 19103

Enclosures: **Exhibit A, B, C, D, E, F.**

VERIFICATION

I Philip Tiene, hereby certify that the I am the Plaintiff in this action, and the I have read the Complaint and that the facts presented in the above Complaint are true to the best of my knowledge information and belief, under the penalty of **18 Pa.C.S.A. § 4904**, relating to unsworn falsifications to authorities.

A handwritten signature in black ink, appearing to read "Philip Tiene", is written over a horizontal dashed line.

Philip Tiene
Plaintiff

EXHIBIT “A”



PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Marsha H. Neifield, President Judge Patricia R. McDermott, Deputy Court Administrator

STATEMENT OF CLAIM

Code: Consumer Purchase - (4)

SC/CP: # SC-17-01-25-5579

Drexel University 32nd & Chestnut Streets Philadelphia, PA 19104	Philip Tiene 7 Woodcrest Road Boonton, NJ 07005
<i>Plaintiff(s)</i>	<i>Defendant(s)</i>

Service Address (information) if other than above:

To the Defendant: Plaintiff is seeking a money judgment against the Defendant(s) based on the following claim:
 While the Defendant was enrolled at Drexel University, the Defendant entered into an oral and/or implied contract of law wherein the Plaintiff was to provide certain educational services to the Defendant. Pursuant to the Tuition Analysis attached as Exhibit "A", the Defendant has a balance of \$7,881.73. The Defendant is also liable to Plaintiff for reasonable collection costs pursuant to the Student Financial Services Tuition Repayment Promissory Note attached hereto as Exhibit "B" as well as ongoing attorneys fees.

Summons to the Defendant

You are hereby ordered to appear at a hearing
 scheduled as follows:

Citation al Demandado

Por la presente, Usted esta dirijido a presentarse a la
 siguiente:

1339 Chestnut Street 6th Floor
 Philadelphia, PA 19107
 Hearing Room: 2

March 14th, 2017

09:15 AM

Amount Claimed

Principal	\$ 7881.73
Interest	\$ 0.00
Attorney Fees	\$ 2624.62
Other Fees	\$ 0.00
Subtotal	<u>\$ 10506.35</u>
Service	\$ 0.00
State Fee	\$ 10.00
Automation Fee	\$ 5.50
Convenience Fee	\$ 5.00
JCS St. Add. Surcharge	\$ 11.25
JCS St. Add. Fee	\$ 2.25
ATJ Fee	\$ 2.00
ATJ Surcharge	\$ 10.00
Court Costs	\$ 44.00
TOTAL CLAIMED	<u>\$ 10596.35</u>
Date Filed:	<u>01/25/2017</u>

I am an attorney for the plaintiff(s), the plaintiff's authorized representative or have a power of attorney for the plaintiff(s) in this statement of claims action. I hereby verify that I am authorized to make this verification; that I have sufficient knowledge, information and belief to take this verification or have gained sufficient knowledge, information and belief from communications with the plaintiff or the persons listed below and that the facts set forth are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities. If I am an authorized representative or have a power of attorney, I have attached a completed Philadelphia Municipal Court authorized representative form or a completed power of attorney form.

J. SCOTT WATSON

Address & 24 REGENCY PLAZA
 Phone GLEN MILLS, PA 19342
 610-358-9600

Signature Plaintiff/Attorney
 Atty ID #: 041060

NOTICE TO THE DEFENDANT, YOU HAVE BEEN SUED IN COURT.
 PLEASE SEE ATTACHED NOTICES

AVISO AL DEMANDADO LE HAN DEMANDADO EN CORTE. VEA POR FAVOR
 LOS AVISOS ASOCIADOS.

If you wish to resolve this matter without appearing in court, please contact the attorney shown above immediately.



PHILADELPHIA MUNICIPAL COURT

Office of the Deputy Court Administrator

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

215-686-2910

03/29/2017

Marsha H. Neifield
President Judge

Patricia R. McDermott
Deputy Court Administrator

Drexel University

Plaintiff

Date of Judgment:

03/29/2017

Claim No.:

SC-17-01-25-5579

vs.

Philip Tiene
7 Woodcrest Road
Boonton, NJ 07005

Defendant

Failed to Appear On:

03/29/2017

Judgment Amount:

\$10,596.35

NOTICE OF JUDGMENT

Pursuant to Rule 122, you are hereby notified that a judgment has been entered against you, as Defendant, in the above matter.

Upon payment to the Plaintiff of the above amount or settlement of this Judgment, you must receive from the Plaintiff an Order to Satisfy, signed by the Plaintiff. The Order to Satisfy must then be filed by you with the Judgment and Petitions Unit, 1339 Chestnut Street, Room 1003, Philadelphia, PA 19107, to satisfy the judgment from the record.

Patricia R. McDermott
Deputy Court Administrator

EXHIBIT “B”



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Marsha H. Neifield, President Judge **Patricia R. McDermott, Deputy Court Administrator**

SC-17-01-25-5579

Drexel University 32nd & Chestnut Streets Philadelphia, PA 19104	Philip Tiene 7 Woodcrest Road Boonton, NJ 07005
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PREDRAG FILIPOVIC

Attorney
Attorney # 312568

Address & 1735 MARKET STREET SUITE 3750
Phone PHILADELPHIA, PA 19103
267.265.0520

PETITION

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

Your Petitioner respectfully requests that:

1. Petitioner is the named Plaintiff X Defendant in the above-captioned case.
2. That the X Plaintiff Defendant is/and resides at:
Drexel University
32nd & Chestnut Streets
Philadelphia, PA 19104
3. That a hearing was held in Municipal Court on 03-29-2017 and a Judgment was entered for X Plaintiff Defendant by Default on 03-29-2017.
4. Your Petitioner failed to appear at the hearing for reason that:
Plaintiff knowingly served process at the wrong, out of state address, where Defendant does not reside, in order to avoid personal service requirement in Philadelphia County and obtain J by default. See attached Plaintiff's current lease showing a Philadelphia address, as Exhibit A, and (continued...)
5. Your Petitioner has a good reason to proceed in that:
Pa.R.C.P. 237.3(b), provides that if a petition for relief from a default is filed within 10 days after the entry of judgment on the docket, the court shall open the judgment if the proposed complaint or answer states a meritorious cause of action or defense.
(continued...)

WHEREFORE, your Petitioner respectfully requests the Court to open this judgment to allow your Petitioner to proceed.

I am an attorney for the defendant(s), the defendant's authorized representative or have a power of attorney for the defendant(s) in this petition action. I hereby verify that I am authorized to make this verification; that I have sufficient knowledge, information and belief to take this verification or have gained sufficient knowledge, information and belief from communications with the defendant or the persons listed below and that the facts set forth are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities. If I am an authorized representative or have a power of attorney, I have attached a completed Philadelphia Municipal Court authorized representative form or a completed power of attorney form.

PREDRAG FILIPOVIC

Signature Plaintiff/Attorney/Petitioner

Intv. Code



PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Marsha H. Neifield, President Judge

Patricia R. McDermott, Deputy Court Administrator

SC-17-01-25-5579

Drexel University 32nd & Chestnut Streets Philadelphia, PA 19104	Philip Tiene 7 Woodcrest Road Boonton, NJ 07005
<i>Plaintiff(s)</i>	<i>Defendant(s)</i>

Overflow of Reason To Proceed Notes

Defendant has several meritorious defenses in payment and accord, misapplied grant award, incorrect amount due and owing, if any, unreasonably excessive award of attorney fees (1/3 of alleged original debt), statute of limitations, contract of adhesion, unconscionability, inconspicuous alleged contract terms, no way to opt out. This petition being filed within 10 days of the entry of a default the rules mandates that the Court must open the judgment.



PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Marsha H. Neifield, President Judge

Patricia R. McDermott, Deputy Court Administrator

SC-17-01-25-5579

<p>Drexel University 32nd & Chestnut Streets Philadelphia, PA 19104</p>	<p>Philip Tiene 7 Woodcrest Road Boonton, NJ 07005</p>
<i>Plaintiff(s)</i>	<i>Defendant(s)</i>

Overflow of Petition Failed To Appear Notes

Defendant's affidavit under oath to the same effect, as Exhibit B. Both regular and certified mail were returned by USPS.

Pa.R.C.P. 237.3(b), provides that if a petition for relief from a default is filed within 10 days after the entry of judgment on the docket, ?the court shall open the judgment if the proposed complaint or answer states a meritorious cause of action or defense. Defendant has several meritorious defenses in payment and accord, incorrect amount due and owing, if any, unreasonably excessive award of attorney fees (1/3 of alleged original debt), statute of limitations, contract of adhesion, unconscionability, inconspicuous alleged contract terms, no way to opt out. This petition being filed within 10 days of the entry of a default the rules mandates that the Court must open the judgment.

Secondly, under the law applicable to Striking the Judgment, it is well established that In Franklin Interiors, Inc. v. Browns Lane, Inc., 323 A.2d 226 (Pa. Super. 1974), the Superior Court observed: [A] default judgment entered where there has not been strict compliance with the rules of civil procedure is void.? Franklin Interiors, 323 A.2d at 228.

Service of process is a mechanism by which a court obtains jurisdiction of a defendant, and therefore, the rules concerning service of process must be strictly followed. Sharp v. Valley Forge Medical Ctr. and Heart Hosp., Inc., 422 Pa. 124, 221 A.2d 185 (1966). Without valid service, a court lacks personal jurisdiction of a defendant and is powerless to enter judgment against him or her. U.K. LaSalle, Inc. v. Lawless, 421 Pa.Super.496, 618 A.2d 447 (1992).

The record indicates that service was improper due to credible evidence of residence at different address, the returned letters by USPS for both certified and regular mail, but also from Plaintiff's own records attached to the complaint, from Bursar, indicating Defendant always logged in from Philadelphia zip codes, never from NJ, and Plaintiff was aware of this.

"Ifight4Justice" Law Office of Predrag Filipovic, Esq., Tel: 267-265-0520, Fax: 215-974-7744
BNY Mellon Center 1735 Market St. Suit 3750, Philadelphia, PA, 19103,
pfesq@ifight4justice.com;www.stopripoff.com

AFFIDAVIT OF PHILIP TIENE

In the Matter of Drexel U. v. Tiene, Philadelphia Municipal Court, SC-17-01-25-5579.

I Philip Tiene duly hereby declare under the penalty of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities, that :

1. I do not reside nor do business at a New Jersey address where Plaintiff has attempted to serve me.
2. I live and work in Philadelphia, and the attached lease is true and correct place of my residence.
3. I was never aware of the hearing date and time when the judgment by default was obtained, and as soon I learned about it I retained a lawyer to organize my Defense.
4. But for the improper service of process I would have appeared to defend the matter.

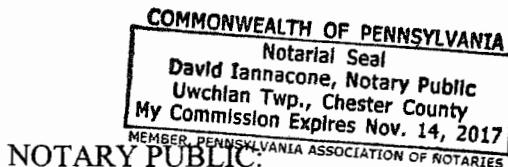
PHILIP M TIENE

Philip

SWORN TO ME ON:

7th April 2017

D. Ianncone



NOTARY PUBLIC:

Darrah School

APARTMENT, #

303

APARTMENT LEASE

Notice to Tenant: This Lease contains waivers of consumer rights. If you do not meet your Lease obligations, you may lose your security deposit. You may also be evicted and sued for money damages. By signing this Lease, you are waiving certain important rights. Please read it slowly and carefully and ask about anything you do not understand.

The Landlord and Tenant agree to lease the apartment on the following terms:

LANDLORD: Darrah School REALTY CO., L.P.

TENANT: Phil TIENF / Olivia  *2 Redacted per
Court rules*

Apartment: 303 Address: 718-726 N 17th Street Road Philadelphia PA 19130

Bank for Security Deposit:

Lease Date: 1/5/15 Term: 1 YEAR

#Bedrooms: 2

Number of Occupants (Adults): 2

Beginning 1/5/15 Monthly rent \$ Redacted No. of Occupants (Minors): 0

Ending Redacted Yearly rent \$ Redacted Monthly Utility Payment \$ Redacted

Utilities and services paid by Landlord: water sewer

APPLICATION FEE	<u>X</u>	PAID	<u>Redacted</u>	DUE
KEY CHARGE	<u>Redacted</u>	PAID	<u>Redacted</u>	DUE
FIRST MONTH'S RENT	<u>X</u>	PAID	<u>Redacted</u>	DUE
SECURITY DEPOSIT	<u>X</u>	PAID	<u>Redacted</u>	DUE
BALANCE DUE ON OR BEFORE POSSESSION:	\$ <u>Redacted</u>			

Attached are 38 pages including this page, which is a part of this Lease.

1. **Use.** The Apartment must be used and occupied only as a private residence of the Tenant. No adults other than persons signing this lease may occupy said premises without written consent of the Landlord. All minors under the age of 18 who will occupy the Apartment are:

Redacted SS#
Redacted SS#
Redacted SS#

Violation of this term shall constitute a breach of the lease agreement. Subletting is

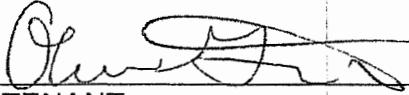
I HAVE READ THIS ENTIRE FORM AND FULLY UNDERSTAND ITS CONTENTS

BY:


FOR Darrah School REALTY CO., L.P.
LANDLORD

DATE

01/05/15


TENANT

WITNESS


TENANT

ATTACHMENTS:

RESIDENT DECLARATION OF CITIZENSHIP
EMERGENCY INFORMATION SHEET
TERMINATION OF TENANCY FOR CRIMINAL ACTIVITY
SMOKE DETECTOR
LEASE ADDENDUM FOR DRUG FREE HOUSING
DISCLAIMER OF PERSONAL LIABILITY
LEAD BASE PAINT DISCLOSURE
INCIDENT REPORT
UTILITIES AGREEMENT
APPLIANCE CONDITION
LIST OF DAMAGE CHARGES
THINGS YOU SHOULD KNOW
RACE AND ETHNIC DATA
KEY PLAN
RESIDENT RIGHTS
MOLD AND MOISTURE
TENANT CONSENT FORM RELEASE
EPA LEAD IN YOUR HOME
EPA DISCLOSURE PROGRAM Sec 1018
POLICY/RESIDENT HANDBOOK

/skr



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**
1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Marsha H. Neifield, President Judge Patricia R. McDermott, Deputy Court Administrator

SC-17-01-25-5579

Drexel University 32nd & Chestnut Streets Philadelphia, PA 19104	Philip Tiene 7 Woodcrest Road Boonton, NJ 07005
<i>Plaintiff</i>	<i>Defendant(s)</i>

J. SCOTT WATSON

Plaintiff/Attorney
Attorney # 041060

Address & 24 REGENCY PLAZA
Phone GLEN MILLS, PA 19342
610-358-9600

O R D E R

AND NOW, to wit this 11th day of May, 2017, upon consideration of the above captioned complaint, it is hereby ordered and decreed that the above captioned case be marked as follows:

TapeID: 6 Start Position: 10:57AM End Position: 11:12AM

Petition/Affidavit Granted. PETITION TO OPEN DEFAULT JUDGMENT GRANTED

BY THE COURT:

CHRISTINE HOPE

(T. Diaz) J.



DREXEL UNIVERSITY
OFFICE OF THE BURSAR

MAIN BUILDING • 3141 CHESTNUT STREET • PHILADELPHIA, PA • 19104 • 215 895 1445 • COLLECT/IN 800 843 4372

Student Financial Obligations and Tuition Repayment Agreement

12/12/10 12:13 PM	WWW_USER	19104
01/02/11 10:32 PM	WWW_USER	19104
03/22/11 04:21 PM	WWW_USER	19104
08/19/11 02:47 PM	WWW_USER	19104
09/06/11 03:46 PM	WWW_USER	19104
12/13/11 10:13 AM	WWW_USER	19104
01/03/12 11:02 PM	WWW_USER	19104
03/25/12 10:22 AM	WWW_USER	19104
07/09/12 04:46 PM	WWW_USER	19104
09/24/12 07:39 AM	WWW_USER	19104
12/24/12 09:58 AM	WWW_USER	19104
01/03/13 06:10 PM	WWW_USER	19130
03/26/13 11:31 AM	WWW_USER	19104
07/29/13 03:05 PM	WWW_USER	19104
09/23/13 12:02 PM	WWW_USER	19104
12/21/13 11:18 PM	WWW_USER	19104
01/07/14 07:43 AM	WWW_USER	19104
03/24/14 02:28 PM	WWW_USER	19104
03/30/15 11:39 PM	WWW_USER	19104

EXHIBIT “C”

LAW OFFICES
J. SCOTT WATSON, P.C.
 24 Regency Plaza
 Glen Mills, Pennsylvania 19342
 (610) 358-9600
 Fax: (610) 358-9601
 *Appalled to P.A. v. I

Small Business Exempt
 Street 42 and Square
 310 N. 3rd Street, Exempt
 • Appalled to P.A. v. I

March 31, 2017

Philip Tiene
 7 Woodcrest Road
 Boonton NJ 07005-9707

Re: Drexel University Tuition v. Philip Tiene
Docket Number: 17-01-25-5579
Our File Number: 20160819

Dear Mr. Tiene:

Please be advised that on March 29, 2017, we received a judgment against you in Philadelphia County.

This office is willing to set up a payment arrangement with you to satisfy your debt in the amount of \$10,506.35 plus court costs and interest of 6% per annum. If you choose to ignore this offer, you will leave us no alternative but to consider taking further legal action against you in order for us to receive your money. This matter could jeopardize your credit standing.

This offer may not be made again. We look forward to hearing from you very soon. Please contact our office about making arrangements.

The purpose of this communication is to collect a debt and any information obtained will be used for this purpose. This communication is from a debt collector.

Sincerely yours,

J. Scott Watson, P.C.

Please be advised that we accept credit card payments from Visa / Mastercard / Discover. If you would like to remit full or monthly payments using this method, please complete the information below and return it to our office or contact us by phone.

Name on Card _____
 V-Card Number _____
 V-Code (last 3 digits on back of card) _____
 Address (street number of cardholder's billing address or number of P.O. Box) _____
 Cardholder's address _____
 Amount of Payment _____
 (Must be a minimum of \$100.00)

Number: 20160819

EXHIBIT “D”

F: (585) 598-6115

The information transmitted is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this email in error, please contact the sender and delete the material from your computer.

Please consider the environment before printing this email

From: Wilson, Jerome [mailto:jw@drexel.edu]
Sent: Thursday, May 21, 2015 12:10 PM
To: ClientCare
Cc: 'ptiene@gmail.com'; 'proctor.linda@gmail.com'
Subject: Philip M. Tiene #11617735 A/R Please Place Account on Hold

[Quoted text hidden]

Wilson, Jerome <jw@drexel.edu> Mon, Jul 6, 2015 at 2:11 PM
 To: "Proctor, Linda" <proctor.linda@gmail.com>, "Breehl, Adam" <abreehl@arm.com>, ClientCare
 <ClientCare@arm.com>
 Cc: "ptiene@gmail.com" <ptiene@gmail.com>

Hello Linda,

Thanks for your email inquiry!

I have not had any communication with this student since we last spoke on 05/21/2015, he stated at that time that he would pay a visit to the University's main campus Drexel Central office (between 05/27/2015 – 05/29/2015) to review his student account billing. To my knowledge the student has not visited to date.

I've copied the student on this email response, if he does not respond by the end of this week 07/17/2015 please resume collection activity.

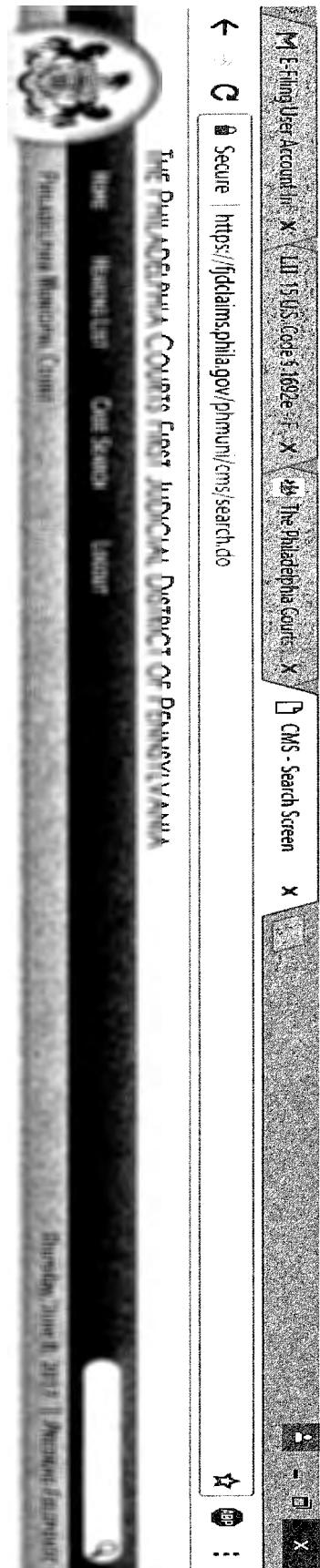
Regards,

Jerome P. Wilson
Senior Collection Specialist
Office of the Bursar

Drexel University
 3141 Chestnut Street
 Main Building, Suite 222
 Philadelphia, PA 19104
 Tel: 215.895.2488 | Fax: 215.571.4610
drexel.edu

This email and any accompanying attachments are confidential. The information is intended solely for the use of the individual to whom it is addressed. Any review, disclosure, copying, distribution, or use of this email communication by others is strictly prohibited. If you are not the intended recipient, please notify the sender immediately and delete all copies. Thank you for your cooperation.

EXHIBIT “E”



CMS - Search Screen

Search tips

- To search on case number, include the case type (SC, LT, CE, CR, NU). Examples: LT02-02-03-0123, SC0410320183.
- To match people or companies, supply a combination first, last, or company names.
- The search will provide any matches that contain the search term within the party name. Example: John Smith will match John Smith, Thomas John Smith, or John Smith, or Johnathan Smithfield
- "%" can be used as a wild card when searching for partial names. Example: %John%Smith% will match John A Smith, Jr, Donald John Smith, or Johnathan Smithfield
- Only the first 10000 matching results will be returned.
- For more accurate results when searching by plaintiff or defendant, select a case type from the dropdown.

Type:

Search:

No records were found

Contract Receipt: [https://](#) [L1515.US](#) [Case 9162e](#) [X](#) [The Philadelphia Court](#) [X](#) [CMS - Search Screen](#) [X](#)

Secure <https://fjcclams.phila.gov/jpmuni/cms/search/do>

True Blue America Committee to Protect Individual Rights of Pennsylvania

Home About Us Case Search Litigation

Search

CMS - Search Screen

Search tips

- To search on case number, include the case type (SC, LT, CE, CR, NJ). Examples: LT-02-02-03-0123, SC0410320183.
- To match people or companies, supply a combination first, last, or company names.
- The search will provide any matches that contain the search term within the party name. Example: John Smith will match John Smith, Thomas John Smith, or John Smith Inc.
- "%" can be used as a wild card when searching for partial names. Example: %John%Smith% will match John A Smith Jr, Donald John Smith, or Johnathan Smithfield
- Only the first 10000 matching results will be returned.
- For more accurate results when searching by plaintiff or defendant, select a case type from the dropdown.

Type: ▾

Case Type: ▾

Start Date:

Search:

No records were found

EXHIBIT “F”

J. SCOTT MASON, P.C.

Attorneys at Law

1000 Market Street, Suite 1000

Philadelphia, Pennsylvania 19101

Telephone: (215) 963-1700

Fax: (215) 963-1701

E-mail: info@scottmason.com

www.scottmason.com

**Re: Drexel University Tuition / Philip Lieber
Our file Number: 20160819**

Dear Mr. Lieber:

This letter is to advise you that we previously sent you a letter to the Drexel University at the above file number, re: the same subject matter. Attached hereto.

Our office is willing to provide a review of your account and to assist you in settling your account with a payment to Drexel University. In addition, we can provide you with a bank account for checks, as well as a bank account for your tuition.

The amount of the tuition being paid to Drexel University is \$10,000.00.

Our office is willing to provide a review of your account and to assist you in settling your account with a payment to Drexel University. In addition, we can provide you with a bank account for checks, as well as a bank account for your tuition.

The amount of the tuition being paid to Drexel University is \$10,000.00.

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The amount of the tuition being paid to Drexel University is \$10,000.00.

06-MAY-16 15:15 Drexel University
Transactions by Entry Order Report
Fiene, Philip 05/06/16
Balance: 7081.73

Date	Description	Charge	Credit	Term	Bill Date	Due Date	Start Date	Invoice Number	Balance Ind	Agree Date
14-APR-15	Late Payment Fee	78.04		2014435	19-MAR-15	19-MAR-15	19-MAR-15	\$25599532	Y	30-MAR-1
17-MAR-15	Late Payment Fee	77.26		2014425	19-MAR-15	23-FEB-15	23-FEB-15	\$2579850	Y	
17-FEB-15	Late Payment Fee	76.50		2014425	19-MAR-15	21-JAN-15	21-JAN-15	\$2554057	Y	
20-JAN-15	Late Payment Fee	75.74		2014425	19-MAR-15	12-FEB-15	21-JAN-15	\$2554057	Y	
16-DEC-14	Late Payment Fee	74.99		2014415	19-DEC-14	14-JAN-15	19-DEC-14	\$2532726	Y	
17-NOV-14	Late Payment Fee	74.25		2014415	18-NOV-14	18-NOV-14	11-DEC-14	\$2512431	Y	
14-OCT-14	Late Payment Fee	73.51		2014415	16-OCT-14	11-NOV-14	16-OCT-14	\$2481258	Y	
18-SEP-14	Late Payment Fee	72.07		2014415	18-SEP-14	09-OCT-14	18-SEP-14	\$2466200	Y	
18-AUG-14	Late Payment Fee	72.07		2014415	20-AUG-14	10-SEP-14	20-AUG-14	\$2445789	Y	
16-JUL-14	Late Payment Fee	71.36		2014415	23-JUL-14	10-AUG-14	23-JUL-14	\$2448863	Y	
16-JUN-14	Late Payment Fee	70.65		2014345	20-JUN-14	10-JUL-14	20-JUN-14	\$2403130	Y	
16-MAY-14	Late Payment Fee	69.95		2014335	20-MAY-14	12-JUN-14	20-MAY-14	\$23886963	Y	24-MAR-1
15-APR-14	Late Payment Fee	69.26		2014335	21-APR-14	13-MAY-14	21-APR-14	\$2372403	Y	24-MAR-1
20-MAR-14	Student Activity Fee	50.00		2014335	21-APR-14	13-MAY-14	21-APR-14	\$2372403	Y	24-MAR-1
20-MAR-14	Full-Time General Fee	571.67		2014335	21-APR-14	13-MAY-14	21-APR-14	\$2372403	Y	24-MAR-1
20-MAR-14	USGA Student Recreation Fee	33.33		2014335	21-APR-14	13-MAY-14	21-APR-14	\$2372403	Y	24-MAR-1
20-MAR-14	Arts & Sciences FT Arts Tuit	14378.33		2014335	21-APR-14	13-MAY-14	21-APR-14	\$2372403	Y	24-MAR-1
20-MAR-14	Arts & Science (Arts) Lab Fee	135.00		2014335	21-APR-14	13-MAY-14	21-APR-14	\$2372403	Y	24-MAR-1
17-MAR-14	Late Payment Fee	172.82		2014325	19-MAR-14	10-APR-14	19-MAR-14	\$2354176	Y	07-JAN-1
17-FEB-14	Late Payment Fee	125.13		2014325	20-FEB-14	13-MAR-14	20-FEB-14	\$2339599	Y	07-JAN-1
13-JAN-14	USGA Student Recreation Fee	33.33		2014335	23-JAN-14	13-FEB-14	23-JAN-14	\$2324228	Y	07-JAN-1
13-JAN-14	Full-Time General Fee	571.67		2014335	23-JAN-14	13-FEB-14	23-JAN-14	\$2324228	Y	07-JAN-1
13-JAN-14	Arts & Science (Arts) Lab Fee	135.00		2014335	23-JAN-14	13-FEB-14	23-JAN-14	\$2324228	Y	07-JAN-1
13-JAN-14	Arts & Sciences FT Arts Tuit	14378.33		2014335	23-JAN-14	13-FEB-14	23-JAN-14	\$2324228	Y	07-JAN-1
13-JAN-14	Student Activity Fee	50.00		2014335	23-JAN-14	13-FEB-14	23-JAN-14	\$2324228	Y	07-JAN-1
13-JAN-14	Arts & Sciences FT Arts Tuit	2910.00		2014325	23-JAN-14	13-FEB-14	23-JAN-14	\$2324228	Y	07-JAN-1
13-JAN-14	Part-Time General Fee	150.00		2014325	23-JAN-14	13-FEB-14	23-JAN-14	\$2324228	Y	07-JAN-1
23-DEC-13	Student Activity Fee	50.00		2014335	23-JAN-14	13-FEB-14	23-JAN-14	\$2324228	Y	07-JAN-1
23-DEC-13	Full-Time General Fee	571.67		2014335	23-JAN-14	13-FEB-14	23-JAN-14	\$2324228	Y	07-JAN-1
23-DEC-13	USGA Student Recreation Fee	33.33		2014335	23-JAN-14	13-FEB-14	23-JAN-14	\$2324228	Y	07-JAN-1
23-DEC-13	Arts & Sciences FT Arts Tuit	14378.33		2014335	23-JAN-14	13-FEB-14	23-JAN-14	\$2324228	Y	07-JAN-1
23-DEC-13	Arts & Science (Arts) Lab Fee	135.00		2014335	23-JAN-14	13-FEB-14	23-JAN-14	\$2324228	Y	07-JAN-1
23-DEC-13	Arts & Sciences FT Arts Tuit	243.78		2014325	23-JAN-14	13-FEB-14	23-JAN-14	\$2324228	Y	07-JAN-1
23-DEC-13	Arts & Science (Arts) Lab Fee	264.35		2014315	23-JAN-14	13-FEB-14	23-JAN-14	\$2304592	Y	07-JAN-1
14-NOV-13	Late Payment Fee	571.67		2014335	17-OCT-13	07-NOV-13	17-OCT-13	\$2266984	Y	23-SEP-1
24-SEP-13	Full-Time General Fee	50.00		2014325	17-OCT-13	07-NOV-13	17-OCT-13	\$2267036	Y	24-SEP-1
24-SEP-13	Student Activity Fee	33.33		2014325	17-OCT-13	07-NOV-13	17-OCT-13	\$2267036	Y	24-SEP-1
24-SEP-13	USGA Student Recreation Fee	135.00		2014315	17-OCT-13	07-NOV-13	17-OCT-13	\$2267036	Y	24-SEP-1
24-SEP-13	Arts & Science (Arts) Lab Fee	14378.33		2014315	17-OCT-13	07-NOV-13	17-OCT-13	\$2267036	Y	24-SEP-1
24-SEP-13	Student Activity Fee	50.00		2014325	17-OCT-13	07-NOV-13	17-OCT-13	\$2267036	Y	07-JAN-1
24-SEP-13	Arts & Sciences FT Arts Tuit	33.33		2014325	17-OCT-13	07-NOV-13	17-OCT-13	\$2267036	Y	07-JAN-1
24-SEP-13	Arts & Science (Arts) Lab Fee	135.00		2014325	17-OCT-13	07-NOV-13	17-OCT-13	\$2267036	Y	07-JAN-1
24-SEP-13	Arts & Sciences FT Arts Tuit	14378.33		2014325	17-OCT-13	07-NOV-13	17-OCT-13	\$2267036	Y	07-JAN-1

RK

UNITED STATES DISTRICT COURT

17

2683

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DISPOSITION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 718 N 17th St. Apt 303, Philadelphia, PA 19130

Address of Defendant: 24 Regency Plaza, Glen Mills, PA 19342 and 3141 Chestnut St, Phila, PA 19104

Place of Accident, Incident or Transaction: Philadelphia
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes No

Does this case involve multidistrict litigation possibilities?

Yes No

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?

Yes No

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?

Yes No

3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?

Yes No

4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?

Yes No

CIVIL: (Place in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Patent
6. Labor-Management Relations
7. Civil Rights
8. Habeas Corpus
9. Securities Act(s) Cases
10. Social Security Review Cases
11. All other Federal Question Cases
(Please specify) 15 USC § 1692

B. Diversity Jurisdiction Cases:

1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify)
7. Products Liability
8. Products Liability — Asbestos
9. All other Diversity Cases

(Please specify) _____

I, _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

counsel of record do hereby certify:

Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

Relief other than monetary damages is sought.

DATE: _____

Attorney-at-Law

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

JUN 14 2017

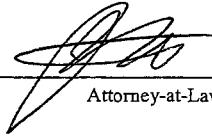
I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 6/13/2017

Attorney-at-Law

Attorney I.D.#

CIV. 609 (5/2012)



312568

RK

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIACASE MANAGEMENT TRACK DESIGNATION FORM

Philip Tiene

v.

CIVIL ACTION
17

2683

NO.

Law Offices of J. Scott Watson P.C. and
Drexel University

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

(a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()

(b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()

(c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()

(d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()

(e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.)

(f) Standard Management – Cases that do not fall into any one of the other tracks.

6/13/2017
Date
2672650520Philip Tiene
Attorney-at-law
215974-7744Philip Tiene
Attorney for
PfespiEightJustice.com
(H)

Telephone

FAX Number

E-Mail Address

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Philip Tieye

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

Philadelphia

(c) Attorneys (Firm Name, Address, and Telephone Number)

1 Fight 4 Justice, 210 of Predrag Filipovic, 1735 Market St.
Ste 3750, Phila PA 19103DEFENDANTS Law Office of J. Stott Watson P.C.
and Drexel University

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff
 3 Federal Question (U.S. Government Not a Party)
 2 U.S. Government Defendant
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	PTF	DEF	PTF	DEF
<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander			<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability			<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability			<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 371 Truth in Lending		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 380 Other Personal Property Damage		<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 720 Labor/Management Relations	<input type="checkbox"/> 862 Black Lung (92)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 863 DIWC/DIWW (405(e))	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 791 Employee Retirement Income Security Act		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 448 Education			
IMMIGRATION	FEDERAL TAX SUITS			
	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 USC 1692, FDCPA

VI. CAUSE OF ACTION

Brief description of cause:

Violations of several actions of FDCPA and UTPCPA

VII. REQUESTED IN COMPLAINT:

 CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

JUN 14 2017

DATE

6/13/2017

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 - United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 - Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: **federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 - Original Proceedings. (1) Cases which originate in the United States district courts.
 - Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 - Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 - Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.

PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 - Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 - Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.